

DEPARTMENT OF SOCIAL SERVICES

744 P Street, Sacramento, California 95814



February 27, 2003

ALL-COUNTY LETTER NO. 03-11

TO: ALL COUNTY WELFARE DIRECTORS
ALL IHSS PROGRAM MANAGERS**REASON FOR THIS TRANSMITTAL**

- ☐ State Law Change
- ☐ Federal Law or Regulation Change
- ☐ Court Order or Settlement Agreement
- ☐ Clarification Requested by One or More Counties
- ☒ Initiated by CDSS

SUBJECT: MEMORANDUM OF UNDERSTANDING (MOU) REGARDING IN-HOME SUPPORTIVE SERVICES PROVIDED TO PARTICIPANTS IN MULTI-PURPOSE SENIOR SERVICES PROGRAM

This All-County Letter (ACL) supersedes the May 19, 2000 ACL 00-34 regarding programs serving individuals in the Multi-purpose Senior Services Program (MSSP) Medi-Cal Waiver and the In-Home Supportive Services/Personal Care Services Program (IHSS/PCSP). The purpose of this letter is to transmit an updated copy of the MOU between the California Department of Social Services (CDSS) and the California Department of Aging (CDA), regarding these programs.

The MOU specifies that the order in which the programs must be utilized is IHSS and then MSSP. For example, all authorized IHSS benefits must be exhausted before additional services will be paid for under the MSSP. This MOU continues to formalize an ongoing agreement between the CDSS and the CDA in relation to MSSP program payments for provider services IHSS recipients. CDSS is still required to waive the application of the requirements contained in Manual of Policies and Procedures (MPP) 30-763.6 in relation to MSSP payments for provider services for IHSS recipients. This section of the regulations requires County Welfare Departments (CWDs) to explore and utilize alternative resources in lieu of IHSS Program funded services.

This waiver will allow MSSP to supplement their clients' authorized IHSS hours under the following conditions:

- a. For cases currently authorized to receive the statutory maximum number of hours, the CWD will not reduce the authorization of services when the MSSP grants an additional level of service over and above the IHSS maximum.

- b. For cases assessed at a level less than the maximum, the CWD will not consider additional hours authorized by MSSP as an alternative resource within the meaning of MPP 30-763.6 and will continue to authorize services at the recipient's assessed need level.

The authority for this waiver is contained in the second paragraph of Welfare and Institutions Code (W&IC) Section 9562, which states:

"To the extent permitted by federal law, each department within the Health and Human Services Agency, including departments designated as single state agencies for the programs described in section 9561, shall waive regulations and general policies and make resources available which are necessary for the administration of this chapter, upon request of the agency."

If you have any questions regarding this letter, please contact Alan Stelmack, Chief, Adult Programs Branch at (916) 229-4582.

Sincerely,



DONNA L. MANDELSTAM
Deputy Director
Disability and Adult Programs Division

Attachment

MEMORANDUM OF UNDERSTANDING (MOU)
Between
The California Department of Social Services (CDSS)
And
The California Department of Aging (CDA)

This MOU is entered into by and between the Multipurpose Senior Services Program (MSSP) of the California Department of Aging, hereinafter referred to as CDA, and the In-Home Supportive Services (IHSS) Program of the California Department of Social Services, hereinafter referred to as CDSS.

1. PURPOSE

The purpose of this MOU is to initiate an agreement between CDA and CDSS regarding IHSS provided to participants in the MSSP Medi-Cal Waiver Program and to insure that eligible individuals have access to a broad range of consistent and quality care options suited to their particular circumstances.

The waiver allows MSSP to supplement their clients' IHSS awards under the following conditions:

- a. For cases currently authorized to receive the statutory maxima, the County Welfare Department (CWD) will not reduce the authorization of service when the MSSP grants an additional level of service over and above the IHSS maxima;
- b. For cases assessed at a level less than the maxima, the CWD will not consider additional hours authorized by the MSSP as an alternative resource and will continue to authorize services at their assessed need level.

The waiver of this regulation is necessary because MSSP staff, whose clients are the most frail of the elderly, must be able to respond quickly and to the greatest extent possible to identify clients' needs. To qualify for MSSP services, the recipient must be age 65 or older, eligible for Medi-Cal, and certified or certifiable for nursing facility placement.

This waiver is consistent with the general mandate for MSSP contained in W&IC Section 9560. The authority for this waiver is contained in the second paragraph of W&IC Section 9562(b), which states:

"To the extent permitted by federal law, each department within the Health and Human Services Agency, including departments designated as single state agencies or the programs described in section 9561, shall waive regulations and general policies and make resources available which are necessary for the administration of this chapter, upon request of the agency."

2. BACKGROUND

The MSSP operates under a federal waiver to provide comprehensive care management and home and community-based care to frail, elderly, Medi-Cal recipients in lieu of placement in a nursing facility. The purpose of the program is to maintain clients safely in their homes or a residential setting and to avoid more costly institutional care. Services available under the MSSP may include, but are not limited to: case management, adult day care, personal care, respite care, protective services, homemaker services, minor physical adaptations to the home, communication services, and non-emergency medical transportation.

CDA contracts with local public agencies and private, non-profit community-based organizations to administer the MSSP waiver. There are currently 41 MSSP providers statewide.

The CDSS In-Home Supportive Services Program provides qualified aged, blind, and disabled persons with supportive services enabling them to remain in or return to their own homes and avoid institutionalization. IHSS is not provided to clients residing in a licensed residential care facility or an acute care setting.

There are two components of the IHSS Program, state and federal. The differences between the two components are the funding sources and the eligibility requirements. The State component is called the Residual Program, which consists of the following services: Domestic, Heavy Cleaning, Yard Hazard Abatement, Protective Supervision, Nonmedical Personal Care Services, Teaching and Demonstration, Paramedical Services, Respite and accompaniment by a provider when needed during necessary travel to health-related appointments or to alternative resource sites. The federal component is called the Personal Care Services Program, which consists of the same services, excluding Protective Supervision.

One of the primary goals of IHSS is to be more cost effective than institutionalization. Additionally, supportive services allow the recipient a better quality of life by: being less intrusive, allowing the privacy of being at home, and permitting greater family involvement.

3. CDSS RESPONSIBILITIES

CDSS shall provide information about this agreement to CWDs that administer the IHSS Program to enable them to disregard Manual of Policies and Procedures Section 30-763.6 regarding "alternative resources" in assessing IHSS applicants who are also participating in the MSSP offered through CDA.

4. CDA RESPONSIBILITIES

CDA shall notify MSSP contractors of this agreement and will inform them of the services available through the IHSS Program so that they may be better able to coordinate care for their clients.

5. JOINT RESPONSIBILITIES

CDSS and CDA agree in the administration of the IHSS Program, County Welfare Departments (CWDs) shall not apply Manual of Policies and Procedures Section 30-763.6 in relation to services provided to eligible persons who are also MSSP clients. Specifically, services provided under the MSSP will not be treated as "alternative resources" for the recipient. IHSS benefits shall not be denied or reduced because an individual is eligible for or is receiving services under the MSSP.

CDSS and CDA shall ensure that existing resources be fully used before services will be authorized through the MSSP. Specifically, the MSSP requires that services available to a participant in programs under (a), (b), and (c) below must be utilized before authorizing services (d) below. Services from the respective programs are to be part of a continuum, and be used separately. For example, funds from another program are not to be used to augment IHSS provider wage rates.

CDSS and CDA shall insure that County administered services provided to MSSP eligible individuals are coordinated and utilized in the sequence described below. When the same support or services are available to MSSP participants from more than one source, said support or services shall be used in the following order:

- a. Informal support of family, friends, other volunteers, and community services
- b. Title XVI (SSI/SSP); Title XVII (Medicare); Title XIX (including Personal Care Services Program); and Title XX (Social Services Block Grant).
- c. Title III (Older Americans Act)
- d. MSSP

Moreover, IHSS social workers and MSSP caseworkers are to maintain ongoing communication regarding changes in the client's health condition and client institutionalization. Both social workers and caseworkers should coordinate the need for changes in type, frequency, or amount of services the client receives. MSSP will not supplant or duplicate IHSS hours. IHSS will not decrease IHSS hours solely because MSSP has increased hours. It is recognized that MSSP assesses clients more frequently, uses a different assessment tool, and that client assessment is subjective. However, it is important that both parties share information about changes in client need and understand that they may or may not agree on the total number of hours that the client needs.

6. TERM

This MOU shall be effective from January 1, 2003 through December 31, 2005.

7. CONTACTS

California Department of Aging

Margaret Griffin
1600 K Street
Sacramento, CA 95814
(916) 324-1908

California Department of Social Services

Laurie Smith-Giles
744 P Street, MS 19-96
Sacramento, CA 95814
(916) 229-4597

8. FISCAL PROVISIONS

This is a non-financial Agreement and shall not obligate the appropriation or expenditure of funds by either of the signatory agencies or any CWD.

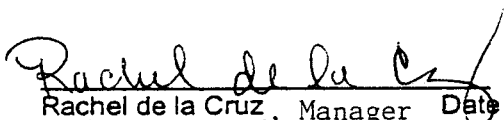
9. GENERAL PROVISIONS

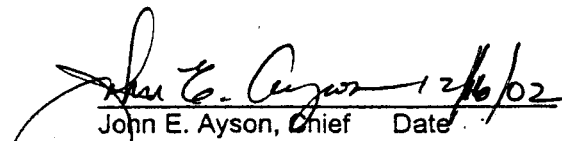
This Agreement may be amended by written agreement from both parties. No alteration of this agreement herein shall be valid unless made in writing and signed by both parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on either party.

Agreed to:

California Department of Aging

California Department of Social Services

 12/2/02
Rachel de la Cruz, Manager Date
Contracts and Business Services

 12/6/02
John E. Ayson, Chief Date
Contracts Bureau